

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

CHRIS CARDEN D/B/A CARDE
ENTERPRISES,

Plaintiff,

v.

STATE AUTO INSURANCE
COMPANIES,

Defendant.

HOWARD HOGAN

No.

187370-1

COMPLAINT

COMES NOW the Plaintiff, Chris Carden d/b/a Carden Enterprises (Halls Car Wash), by and through his attorney of record, and in support of the Complaint filed herein would show unto the Court as follows:

1. The Plaintiff, Chris Carden, is an individual doing business as Carden Enterprises (Halls Car Wash) located at 7408 Maynardville Highway, Knoxville, TN 37938.
2. The Defendant, State Auto Insurance Companies, is a liability insurance company doing business in the state of Tennessee and may be served through the State of Tennessee Commissioner of Insurance.
3. The Plaintiff at all relevant times hereto had a policy of insurance issued by the Defendant, State Auto Insurance Companies, which provides coverage to his business known as Halls Car Wash located at 7408 Maynardville Pike, Knoxville, Tennessee 37938.
4. The policy of insurance provided coverage for loss or damage caused to the structure and appurtenances thereto, physical loss or damage to the

commercial property, and for loss of income due to a covered event on said property.

5. The Plaintiff at all material times pursuant to the policy of insurance issued by the Defendant, State Auto Insurance Companies, was required to do his best to maintain heat in the building or structure, drain the equipment and shut off the supply if the heat was not maintained.
6. The Plaintiff at all materials times maintained electric heat in the building which housed the car wash equipment and a weep system to keep the water pipes protected.
7. On or about January 26, 2014 while the insurance policy issued by the Defendant, State Auto Insurance Companies, was in full force and affect, the waterlines at the Plaintiff's business property located at 4708 Maynardville Highway, Knoxville, Tennessee froze and burst causing substantial damage to the property and structures which was covered under the policy of insurance issued by the Defendant herein in the amount of at least Forty Three Thousand One Hundred Seventy-Four and 00/100's (\$43,174.00).
8. At all times material hereto, the Plaintiff complied with all requirements of the insurance policy, including but not limited to daily checks upon said property, a weep system to insure proper drainage of the water system and hoses, and anelectric heater located in the building which housed the equipment on said property.

9. The Plaintiff filed a timely claim with the Defendant, State Auto Insurance Companies, pursuant to his policy of insurance seeking repairs and/or replacement for the damaged equipment and loss of income.
10. The Defendant State Auto Insurance assigned an adjuster to inspect the property claim filed by the Plaintiff herein.
11. The insurance adjuster inspected the property located at 7408 Maynardville Highway, Knoxville, Tennessee and saw the Plaintiff had a drainage system in place and a heater in the building as required by the insurance policy.
12. The insurance adjuster saw the Plaintiff had done everything reasonably possible to prevent the damage from occurring as required by the insurance policy issued by the Defendant herein.
13. The Defendant thereafter willfully and wantonly refused to pay the Plaintiffs claim for damage to the building, equipment and loss of income.
14. The Defendant State Auto Insurance Company has engaged in unfair and/or deceptive acts in investigating and refusing to pay the claim submitted by the Plaintiff in violation of the Tennessee Consumer Protection Act and the Tennessee Unfair Claims Settlement Act.
15. The Plaintiff is a consumer as defined by the Tennessee Consumer Protection Act and the Defendant, State Auto Insurance Companies, is subject the provisions of the Tennessee Consumer Protection Act.
16. The Defendant's action is refusing to provide coverage for the claim filed by the Plaintiff herein is willful, wanton, deceptive, unfair and a direct violation of

the Tennessee Consumer Protection Act and the Tennessee Unfair Claims Settlement Act.

17. The Plaintiff has incurred substantial legal fees and costs to bring this claim against the Defendant herein for its willful, wanton, and deceptive actions in not providing insurance coverage for all or part of the claim filed by the Plaintiff herein.
18. The Plaintiff has and continues to lose income as a result of the Defendants, Unfair and/or deceptive practices in willfully, wantonly refusing to pay the properly submitted claim filed by the Plaintiff.

WHEREFORE PREMISES CONSIDERED, the Plaintiff respectfully moves this Honorable Court for a judgment against the Defendant as follows:

1. That the policy of insurance covers the losses sustained by the Plaintiff herein;
2. That the Defendant has breached its contract of insurance issued to the Plaintiff.
3. That the Plaintiff is entitled to an award of damages to repair or replace the damaged equipment in the amount of at least \$43,174.00.
4. That the Plaintiff be awarded damages for the loss of income incurred by him.
5. That the Court find Defendant's actions were willful, wanton, deceptive and unfair as required by the Tennessee Consumer Protection Act and the Tennessee Unfair Claims Settlement Act.

6. That the Plaintiff is entitled to treble damages against the Defendant for its willful, wanton, unfair and deceptive acts in denying the claim filed by the Plaintiff under the policy of insurance issued to him.
7. That the Plaintiff be awarded his attorney fees and costs in having to bring this lawsuit pursuant to the Tennessee Consumer Protection Act and the contract of insurance entered into in this cause.
8. That the Plaintiff be awarded prejudgment interest on any judgment entered in this cause.
9. For any and all other damages that may be proven at the trial of this cause.

Respectfully submitted this 9th day of April, 2014.

THE DANIEL LAW FIRM

By: 

C. EDWARD DANIEL, Esq.
BPR No. 014016
Attorney for Plaintiff
4608 Papermill Drive
Knoxville, TN37909
(865) 531-3000

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have had service of process effectuated upon the Defendant, State Auto Insurance Companies, through the Commission of Insurance at 114 State Office Building, Nashville, Tennessee 37219, pursuant to *Tenn. Code Ann. § 56-2-501*.

This 9th day of April, 2014.

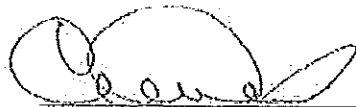
C. Edward Daniel

COST BOND

I, Chris Carden, as Principal, and C. Edward Daniel, Esq., 4608 Papermill Drive, Knoxville, Tennessee 37909, as Surety, are held and firmly bound unto the Chancery Court Clerk of Knox County, Tennessee, for the payment of all costs awarded against the Principal. To that end, we bind ourselves, our heirs, our executors and administrators.

The Principal is commencing legal proceeding in the Chancery Court of Knox County, Tennessee. If the Principal shall pay all costs which are adjudged against her then this obligation is void. If the Principal fails to pay then the Surety shall undertake to pay all costs adjudged against the Principals. Mandated at *Tenn. Code Ann. § 20-12-120 et seq.*

Chris Carden, Principal



C. Edward Daniel, BPR No. 14016
Attorney for Plaintiff
4608 Papermill Drive
Knoxville, TN 37909
(865) 531-3000

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

April 29, 2014

State Auto Insurance Company
P O Box 182822
Columbus, OH 43218
NAIC # 2919

Certified Mail
Return Receipt Requested
7012 3460 0002 8943 0607
Cashier # 15293

Re: Chris Carden D/B/A/ Carden Enterprises V. State Auto Insurance Company
Docket # 187370-1

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served April 29, 2014, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Knox County
400 Main Avenue, Rm 123
Knoxville, Tn 37902

084060 OFFICE SERVICES

MAY 05 2014

CHQ-P-3

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CHRIS CARDEN d/b/a CARDEN
ENTERPRISES,

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2014 APR 24 AM 8:43

HOWARD ... HOGAN

No.

187370-1

SUMMONS

To the Defendant, STATE AUTO INSURANCE COMPANIES :

You are hereby summoned and required to serve upon C. Edward Daniel, plaintiff's attorney, whose address is 4608 Papermill Drive, Knoxville, TN 37909, an answer to the complaint herewith served upon you within 30 days after service of this summons and complaint upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Issued and tested this 24 day of April, 2014.

CLERK

DEPUTY CLERK

NOTICE

TO THE DEFENDANT:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family, and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand this exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Tenn. Code Ann. § 26-2-114. (emphasis added)

ADA
FOR ASSISTANCE CALL
865 / 215-2952
TTY: 865 / 215-2497

SERVICE INFORMATION

To the process server: The Defendant, State Auto Insurance Companies, , can be served through the Commissioner of the Department of Commerce and Insurance at 500 James Robertson Parkway, 5th Floor, Nashville, TN 37243-1131.

RETURN

I received this summons on the _____ day of _____, 2014.

I hereby certify and return that on the _____ day of _____, 2014, I:

() served this summons and a complaint on the uninsured/underinsured motorist company

in the following manner: _____

() failed to serve this summons within 90 days after its issuance because: _____

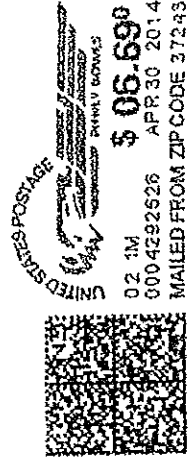
Process Server

State of Tennessee
Dept. of Commerce & Insurance
Service of Process
500 James Robertson Parkway
Nashville, TN 37243



7012 3460 0002 8943 0807

FIRST CLASS



*Sam Smith
5/1/14*

7012 3460 0002 8943 0807 4/29/14
STATE AUTO INSURANCE COMPANY
P O BOX 182822
COLUMBUS, OH 43218

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MAY 05 2014
CHQ-P-3

